

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
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DEPARTMENT OF PROPERTY AND PROCUREMENT

SUPPLY CONTRACT

No. S036VINGC19 (BTTR)

This AGREEMENT made this 23 day of September, 2019
for the Trash Management Services for the St. Croix Military Facilities, U.S.V.I. by and between the
Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and **BATES TRUCKING
AND TRASH REMOVAL, INC.** (an individual[]), (a partnership[]), (joint venture[]), (a corporation
[X]), (incorporated in the state of [X]) (Territory of St. Croix, United States Virgin Islands), doing
business as Bates Trucking and Trash Removal, Inc. whose address is P.O. Box 834, Kingshill, St.
Croix, VI 00841 hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, under Invitation for Bids
No. IFB031VNGC19 (S) opened on August 9, 2019 and the award of this contract to the Contractor,
notification hereof having been made to the Contractor on September 9, 2019, and, in further
consideration of the covenants and agreements of the parties herein contained, to be well and truly
observed and faithfully kept by them, and each of them, it is mutually agreed between the parties as
follows:

SECTION 1. That for and in consideration of the price or prices and agreement in this proposal
hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or
all of the commodities described in the said Invitation for Bids No. IFB031VNGC19 (S) and the Scope
of Work (Addendum I) at the price or prices stated therein and in strict accordance with the conditions of
said accepted proposal. The Advertisement, Invitation for Bids, General Provisions (Addendum II),
Termination of Contracts (Addendum III), any Supplemental Provisions and Specifications and the
Purchase Order, including any change thereof, are all part and parcel of this Contract and are by this
reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, for and in consideration of the full and true performance of the
work by the Contractor, agrees to pay the price or prices set forth in the attached Invitation for Bids and
the line items as indicated in Addendum I, in lawful money of the United States, and the payment shall be
made at the time and in the manner set forth in the Invitation for Bids and the General Provisions.

SECTION 3. This Contract shall commence on September 25, 2019 and shall terminate on
September 24, 2020, unless mutually extended or terminated by the parties. The services under this
contract shall be for a period of One (1) year with a renewal option for a period of One (1) year. No
alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless
made in writing and approved by the Government.

SECTION 4. This Contract will remain in force for the full period specified and services of termination shall be satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

- (a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
- (b) extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.


This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.

IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in eleven (11) counterparts, each of which shall be deemed an original, in the year and day mentioned in the first paragraph.

Witnesses:


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Martha Theophilus
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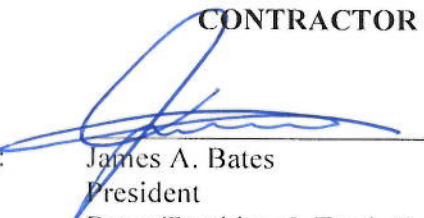
GOVERNMENT OF THE VIRGIN ISLANDS


By: Anthony D. Thomas 9/23/2019
Date
Commissioner
Department of Property and Procurement

Witnesses:


.....
James A. Bates
.....

CONTRACTOR


By: James A. Bates 9/16/19
Date
President
Bates Trucking & Trash Removal, Inc.

(Corporate seal, if Contractor is a corporation)

ADDENDUM I

SCOPE OF WORK

The Virgin Islands National Guard has a requirement for trash/solid waste collection services for its St. Croix facilities. This Statement of Work (SOW) describes the minimum acceptable standards for trash/solid waste collection and disposal services for the following facilities:

- Army Aviation Operating Facility, Estate Mannings Bay, Kingshill, VI 00850
- Sprat Hall Facility, Estate Sprat Hall, Frederiksted, VI 00840
- **Estate Bethlehem Military Compound, 10A & 18 Estate Bethlehem, Kingshill, VI 00850

** Four Collection Stations

SECTION 1 GENERAL:

1.1 SCOPE OF WORK: The contractor shall provide all personnel, equipment, tools, materials, supervision and other items necessary to perform trash/solid waste collection and disposal services as defined in this SOW for all St. Croix facilities as listed above. The contractor shall perform to the standards in this contract.

1.2 QUALITY CONTROL: The contractor shall establish and maintain a complete quality control program for the performance requirements of this contract.

SECTION 2 TECHNICAL DEFINITIONS PECULIAR TO THIS SOW:

2.1 Bulk Container: A large container that can either be pulled or lifted mechanically into a service vehicle.

2.2 Collection Station: The locations designated during site visit where refuse may be assembled and stored in bins for collection.

2.3 Collection Frequency: The number of times collection is provided in a given period.

2.4 Trash Collection Containers: Bins which can be accessed easily and multiple bins which are handled by mechanical, truck-mounted hoists.

2.5 Trash: Includes all garbage, debris, rubbish, and other similar waste material intended for disposal. Not included are explosives and incendiary waste, hazardous and universal waste and contaminated waste from medical and radiological processes.

2.6 Trash Collection: A system of transporting trash from collection stations to points of disposal.

2.7 Sanitary Landfill: A site where trash is disposed using an engineered method in a manner that protects the environment by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with soil by the end of each working day. These procedures must meet the conditions of the Virgin Islands Waste Management Authority.

SECTION 3 CONTRACTOR FURNISHED ITEMS AND SERVICES:

3.1 GENERAL: The contractor shall furnish all equipment and labor required to perform this statement of work.

3.2 MINIMUM QUALITY STANDARDS. All trash/solid waste collection vehicles shall be specifically designed for that purpose.

3.3 Vehicles. The contractor shall provide all the vehicles necessary to fulfill the requirements of this contract.

3.3.1 All vehicles must be in operable condition and meet local requirements.

3.3.2 Vehicles shall present a neat appearance and have the contractor's name affixed thereon for easy identification.

3.3.3 All vehicles shall be operated in accordance with facility traffic regulations.

3.4 Containers. The contractor shall provide bulk containers that meet the following requirements:

3.4.1 All bulk containers shall be leak proof and in good condition.

3.4.2 All bulk containers shall be clearly marked, warning personnel to stay clear of the container when emptying and not to park vehicles within a specified distance.

3.4.3 All bulk containers mounted on wheels must have a positive braking/locking device to prevent inadvertent movement.

3.4.4 Missing or deteriorated containers will be replaced or repaired by the contractor at no additional cost to the government.

3.4.5 All containers must be covered and have locking mechanism.

SECTION 4 SPECIFIC TASKS:

4.1 COLLECTION REQUIREMENTS. The contractor shall provide the services of refuse collection and disposal as described below.

4.2 The contractor shall place the following sized containers and collect the trash according to the following schedule:

- Army Aviation Operating Facility: one (1) 6-yard container -- once biweekly every other Tuesday*
 - Sprat Hall Facility: one (1) 6-yard container - once per week every Tuesday*
 - Bethlehem Compound: four (4) 6-yard containers - twice per week on Monday & Thursday*
- *Special collection requirements will be requested by separate quotation, when needed.
- The contractor will be notified when to initially place the bins. Once the initial placement of the bins has taken place, then the regular schedule for pick-up will commence.

4.3 The contractor shall establish routes so as to gain access to the compound/facility through the main gate and collection operations shall be made between the hours of 6:00 a.m. and 5:00 p.m. Collection operations outside established hours will require prior approval of the Construction & Facilities Management Office.

4.4 Points of Collection.

4.4.1 The points of collection for pickup of trash/solid waste by the contractor shall be restricted only to the designated points of collection for each respective facility.

4.4.2 The government reserves the right to change the capacity requirements at any collection station as long as it does not increase the overall cubic yard capacity requirement of this specification.

4.5 Frequency of Collection. The contractor shall pick up refuse bulk containers according to the schedule listed in Section 4.2

4.6 Position of Containers.

4.6.1 The contractor shall position the containers at collection stations to best aid the user in disposing of refuse. The contractor shall also position to minimize interference with adjacent parking lots, roadways, overhead utilities, and other potential obstructions.

4.6.2 When more than one container is positioned at one collection station, the contractor shall place the containers as close together as feasible for user convenience.

4.6.3 The contractor shall return bins to their proper station in an upright position with the lids securely in place.

4.6.4 The contractor shall furnish replacement containers for all containers removed for cleaning, maintenance, or repair to ensure that collection stations have adequate refuse containers.

4.7 Spillage. The contractor shall pick up all spillage around bulk containers within a 10-foot radius. The contractor shall clean and disinfect the area within that 10-foot radius.

4.8 Special Refuse Collection. In addition to the regular scheduled refuse collections, the contractor shall be required to make special collections within 24 hours of notification by the Construction & Facilities Management Office (CFMO).

4.9 Inclement Weather Schedule. The contractor shall collect refuse during inclement weather except in cases of unduly severe weather and as authorized by the CFMO. Make-up collections shall be performed 24 hours after the severe weather has terminated. If all make-up collections cannot be made in 24 hours, the contractor shall submit a revised schedule to the CFMO for approval.

4.10 Off-Site Disposal. The contractor shall dispose of all refuse at the local landfill. Disposal shall be according to existing local regulations. The contractor shall be responsible for all arrangements associated with the use of the local landfill.

SECTION 5 TERMS:

5.1 This contract will be in effect for an initial period of twelve (12) months. Upon agreement of the parties, the contract may be extended for an additional optional 12-month period.

5.2 The contractor shall obtain the signature of the facility representative upon delivery of the bins. The receipt shall be submitted with each invoice.

5.3 The contractor shall submit an invoice at the end of each month. Invoices and supporting documents shall be submitted to: otag-info@otag.vt.gov.

5.3.1 The invoices shall be itemized with the names and amounts for each facility.

5.4 The contractor shall provide a monthly rate for each facility – Army Aviation, Sprat Hall and Bethlehem Compound. The Bethlehem Compound will be further broken down as RTI, USPFO, JFHQ and 104th TC.

SECTION 6 SECURITY

6.1 The contractor and its employees shall be subject to and shall at all times conform with any and all rules, regulations, policies and procedures pertaining to security at the above listed facilities. Any violations or disregard for the rules, regulations and policies may be cause for immediate termination of the contractor.

6.2 The contractor's employees shall at all times produce and display picture identification identifying the individual as an employee of the contractor.

SECTION 7 SAFETY

Safety requirements shall be in accordance with all federal and territorial laws and codes. The current Department of Labor safety and health regulations will govern the overall job safety program. The guidance from current version of the USACE EN 385-1-1 is also acceptable for the overall job safety program.

SECTION 8 ENVIRONMENTAL

8.1 The Virgin Islands National Guard (VING) has instituted an environmental Management System (eMS) Policy. Its aim is to implement and communicate long-term goals for environmental protection, improvement and stewardship. This will be achieved through continuous monitoring, assessing, reviewing and approving our environmental objectives and targets.

8.2 All personnel – military, civilian workers, contractors and visitors – doing business with VING must conform to the eMS protocols in and around VING facilities and training areas. Embodied in the Adjutant General's eMS Policy is the requirement to adhere to and comply with all Environmental, Federal, Territorial, Department of Defense and VING laws, rules, regulations and policies.

END OF SECTION